

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. H. SCRUGGS SEND GREETING:

Whereas, I the said J. H. Scruggs in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to the Atlantic Joint Stock Land Bank of Raleigh, a corporation under an Act of Congress entitled "The Federal Farm Loan Act," with its principal place of business in Raleigh, North Carolina, in the full and just sum of ONE HUNDRED AND TWENTY (\$120.00) DOLLARS to be paid on or before January 1, 1942, with interest thereon from January 1, 1941 at the rate of six (6%) per cent, per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per centum besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW, ALL MEN, That I, the said J. H. Scruggs, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Atlantic Joint Stock Land Bank of Raleigh according to the terms of the said note, and also in consideration of the further sum of Three Dollars to me the said J. H. Scruggs in hand and truly paid by the said Atlantic Joint Stock Land Bank of Raleigh at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Atlantic Joint Stock Land Bank of Raleigh:

All that certain piece, parcel or tract of land situate, lying and being in Butler Township, Greenville County, State of South Carolina, containing three and nine tenths (3.09) acres, to be the same more or less, and being the southern part of Tract Eight-A (8-A) in the re-subdivision of Tract Eight (8) of the Cliff R. Bramlett Farm according to plats prepared by W. J. Riddle, Surveyor, in July, 1940, and in January 1941, and being more fully described according to said latter plat as follows:

Beginning at a point in the center of the Airport Road, said beginning point being the northeastern corner of Tract Seven (7) in the sub-division of the C. R. Bramlett farm according to plat prepared by W. J. Riddle, Surveyor, in March 1937, and runs thence along the line of Tract Seven (7), South 33 degrees 55 minutes East 570 feet to a stake in the line of said Tract Seven (7); thence North 50 degrees 40 minutes East 250 feet to a stake; thence North 31 degrees 50 minutes West 480 feet to a point in the center of the said Airport Road; thence along said road South 70 degrees 08 minutes West 275 feet to the place of beginning.

This mortgage deed is made subject to a right of way easement in favor of the ~~Atlantic~~ ~~Joint Stock Land Bank~~ ~~of Raleigh~~ ~~Company~~, as of record doth appear.

It is further covenanted, understood and agreed that this mortgage and all notes which it secures are executed and delivered for the purpose of securing the balance purchase price money for the lands and property hereinbefore described.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns forever. And I do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns, from and against my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than None Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid I hereby assigns the rents and profits of the above described premises to said mortgagee, or its successors or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than

Handwritten notes and signatures:
full
with its
principal
AND TWENTY (\$120.00)
January 1, 1941
until paid in full
if any portion
evidenced by said note
thereon and foreclose
centum besides all costs
and to be collectible
collection, or if said debt
of any kind (all of which
being thereunto had
NOW, KNOW, ALL MEN
Atlantic
of the further sum of Three Dollars
said Atlantic Joint Stock Land Bank
receipt whereof is hereby acknowledged
grant, bargain, sell and release
All that certain piece, parcel or tract
Township, Greenville County, State of South Carolina
acres, to be the same more or less
W. J. Riddle, Surveyor, in July, 1940, and in January 1941
according to said latter plat as follows:
Beginning at a point in the center of the Airport Road
to plat prepared by W. J. Riddle, Surveyor, in March 1937
Seven (7), South 33 degrees 55 minutes East 570 feet
(7); thence North 50 degrees 40 minutes East 250 feet
South 70 degrees 08 minutes West 275 feet
This mortgage deed is made subject to a right of way easement
Company, as of record doth appear.
It is further covenanted, understood and agreed that this mortgage
price money for the lands and property hereinbefore described.
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances
TO HAVE AND TO HOLD all and singular the Premises before mentioned
Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns forever.
And I do hereby bind my Heirs, Executors and Administrators
Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns, from and
against my Heirs, Executors, Administrators and Assigns, and every person
claiming or to claim the same or any part thereof.
And the said mortgagor agree to insure the house and buildings on said lot
less than None Dollars in a company or companies satisfactory to the mortgagee
insured from loss or damage by fire and assign the policy of insurance to the said mortgagee
and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee
may cause the same to be insured in its name and reimburse itself for the premium and expense of
such insurance under this mortgage, with interest.
And if at any time any part of said debt, or interest thereon, be past due and unpaid I
hereby assigns the rents and profits of the above described premises to said mortgagee, or its
successors or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers
or otherwise, appoint a receiver, with authority to take possession of said premises and collect
said rents and profits, applying the net proceeds thereof (after paying costs of collection)
upon said debt, interest, costs or expenses; without liability to account for anything more than